

**CITY OF MIDDLETOWN-PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING,
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895**



CITY OF MIDDLETOWN

REQUEST FOR PROPOSAL

RFP #2015-019

**COMMUNITY FARMER AND COMMUNITY SUPPORTED AGRICULTURE PROJECT
(CSA)**

CITY OF MIDDLETOWN

Proposals due by: Wednesday, September 23, 2015 at 3:00 PM

QUESTIONS: CONTACT THE PURCHASING OFFICE AT (860) 638-4895

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

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**REQUEST FOR PROPOSAL
MIDDLETOWN, CONNECTICUT**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, Middletown, Connecticut, 06457 will be received until **Wednesday, September 23, 2015 at 3:00 PM** for the following:

RFP 2015-019

**COMMUNITY FARMER AND COMMUNITY SUPPORTED AGRICULTURE PROJECT
(CSA)**

CITY OF MIDDLETOWN

The City of Middletown (City) is requesting proposals for a Community Farmer to establish and manage a Community Supported Agriculture project (CSA) for a period of 5 years. The Community Farmer may be an individual or an organization. This partnership seeks to make City land available for agricultural activities to supply agricultural products for sale to the public.

Possible Community Supported Agriculture sites are described below. Maps of each Site can be found online at <http://www.middletownplanning.com/CSA.html>:

Site A: Located north of River Road, approximately 0.7 miles east of the intersection of River Road and Silver Street. The parcel proposed for agricultural operations is approximately 3.25 acres in size, grassy and void of any shrub or woody growth. The Site is generally flat, and slopes gently to the north toward the Connecticut River.

Site B: Located south of River Road, approximately 0.7 miles east of the intersection of River Road and Silver Street. The parcel proposed for agricultural operations is approximately 4 acres in size. The site slopes generally to the north and is bisected by a narrow dirt road which runs from north to south.

Site C: Located south of River Road, approximately 0.7 miles east of the intersection of River Road and Silver Street. The parcel proposed for agricultural operations is approximately 4.3 acres in size. The Site slopes generally to the north and west.

Site D: Located immediately south of the intersection of Training Hill and Brooks Roads. The parcel proposed for agricultural operations is approximately 5.6 acres in size. The Site slopes generally from the south and north to the central portion of the property.

The CSA Project shall be designed to be financially self-sustaining. The City will consider the use of startup funding, loans or being the vehicle to request State grants.

The City of Middletown invites interested applicants to propose possible agricultural uses on one or all sites listed above. Potential agricultural uses may include fruit/vegetable crop shares, fruit/vegetable wholesale, flower gardening and sale, dairy farming, viticulture, orchards, or any other use within the scope of agriculture with which the applicant can provide a suitable business plan. The proposal shall include the framework of this partnership as outlined below. The City is open to all potential options for these sites so long as they accomplish the goals stated herein. Submitted proposals should also identify any expectations the Community Farmer has of the City.

Proposal Packages may be obtained at the Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov.** All questions concerning this RFP should be directed in writing to the Purchasing Department via fax at 860- 638-1995 or email at purchase@MiddletownCT.gov.

A Pre-Bid Meeting has been scheduled for Wednesday, August 26, 2015 at 3:00 P.M and will be held at the Municipal Building, 245 DeKoven Drive, Room # 208, Middletown CT. Bidders are advised that attendance at the pre-bid conference is not mandatory but strongly recommended.

The City of Middletown reserves the right to waive any defect in any proposal and reserves the right to reject any or all

proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Date: 08/14/2015

Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

RFP #2015-019
COMMUNITY FARMER AND COMMUNITY SUPPORTED AGRICULTURAE PROJECT
(CSA)
CITY OF MIDDLETOWN

GENERAL INFORMATION/BACKGROUND

The City of Middletown (City) is requesting Statements of Qualifications for a Community Farmer to establish and manage a Community Supported Agriculture project (CSA) for a period of 5 years. The Community Farmer may be an individual or an organization.

This partnership seeks to make City land available for agriculture to supply agricultural products for sale to the public. The Middletown Economic Development Committee will make recommendations to the Common Council about what proposal or proposals, if any, should be reviewed further for possible partnership.

The program is set to commence in the Spring, 2016.

The City of Middletown, Connecticut has seen its agricultural land dwindle from 22,447 farmed acres in 1919 to 3,000 acres in 2002. In 2008, the City of Middletown was awarded a Farmland Viability Grant to study agriculture in Middletown and make recommendations to preserve and enhance farming opportunities in the City. A key recommendation was to support agricultural uses on City owned properties.

Community Supported Agriculture has been successful in other communities, such as Holcomb Farms in West Granby. The City of Middletown is interested in this model to bring together local consumers with local growers to share in the risks and benefits of food production.

In 1968, the City of Middletown adopted an open space plan that identified the retention of prime agricultural land. The intent in preserving farm land is that it provides an important segment between raw undeveloped acreage and urban development. Therefore conservation of farmland is of a critical nature to Middletown to preserve scenic quality of farming acres. In 2005, the City of Middletown received 256 acres in the Maromas section of Middletown from the State of Connecticut. These properties had previously been part of Connecticut Valley Hospital and had been used for farming to provide food for the Hospital. These properties have had little agricultural use since 2005, except for the growing of nursery stock by Millanes Tree Farm and haying of the fields by a local farmer.

PROJECT DESCRIPTION / SCOPE OF SERVICES

The City of Middletown (City) is requesting proposals for a Community Farmer to establish and manage a Community Supported Agricultural project (CSA) for a period of 5 years. The Community Farmer may be an individual or an organization.

This partnership seeks to make City land available for agriculture to supply agricultural products for sale to the public. The Middletown Economic Development Committee will make recommendations to the Common Council about what proposal or proposals, if any, should be reviewed further for possible partnership.

Pest management and use of pesticides on City property as part of the CSA should be done in accordance with the recommendations presented in the New England Vegetable Management Guide (<https://nevegetable.org/pest-management>) and the Connecticut Manual of Best Management Practices for Agriculture. Uses of organic and/or natural chemical approaches to pest management are preferred.

Community farmer is responsible for leaving the farmed property in a condition similar to existing conditions in that the land shall be void of any pesticide or other contamination, accumulation or depletion of soil (e.g. stockpiles, pits, etc.), and significant alterations to the localized landscape upon the departure of the Community Farmer from the Site. Any significant alterations to the landscape (e.g. construction of buildings, farm ponds, paved roadways, etc.) deemed necessary by the Community Farmer must first be approved by the City and will be required to go through the appropriate permitting process in accordance with State and local regulations.

Possible Community Supported Agriculture sites are described below. Maps of each Site can be found online at <http://www.middletownplanning.com/CSA.html>

Site A: Located north of River Road, approximately 0.7 miles east of the intersection of River Road and Silver Street. The parcel proposed for agricultural operations is approximately 3.25 acres in size, grassy and void of any shrub or woody growth. The Site is generally flat, and slopes gently to the north toward the Connecticut River.

Site B: Located south of River Road, approximately 0.7 miles east of the intersection of River Road and Silver Street. The parcel proposed for agricultural operations is approximately 4 acres in size. The site slopes generally to the north and is bisected by a narrow dirt road which runs from north to south.

Site C: Located south of River Road, approximately 0.7 miles east of the intersection of River Road and Silver Street. The parcel proposed for agricultural operations is approximately 4.3 acres in size. The Site slopes generally to the north and west.

Site D: Located immediately south of the intersection of Training Hill and Brooks Roads. The parcel proposed for agricultural operations is approximately 5.6 acres in size. The Site slopes generally from the south and north to the central portion of the property.

The CSA Project shall be designed to be financially self-sustaining. The City will consider the use of startup funding, loans or being the vehicle to request State grants.

The City of Middletown invites interested applicants to propose possible agricultural uses on one or all sites listed above. Potential agricultural uses may include fruit/vegetable crop shares, fruit/vegetable wholesale, flower gardening and sale, dairy farming, viticulture, orchards, or any other use within the scope of agriculture with which the applicant can provide a suitable business plan. The proposal shall include the framework of this partnership as outlined below. The City is open to all potential options for these sites so long as they accomplish the goals stated herein. Submitted proposals should also identify any expectations the Community Farmer has of the City.

The following is the proposed scope of services.

Proposed Community Supported Agriculture Agreement

1. The City invites the Community Farmer to propose the framework for a CSA Project Agreement as it relates to all elements of the proposed development. This framework for an agreement will incorporate:

- a) obligations of the Community Farmer;
- b) obligations of the City;
- c) proposed list of agricultural products to be generated;
- d) equipment/infrastructure needs;
- e) pricing strategy;
- f) marketing strategy;
- g) proposed schedule;
- h) community outreach and charitable donation opportunity;
- i) mechanism(s) for sale/generation of revenue;
- j) all costs and projected revenues; and,
- k) proposed sources of financing.
- l) Local resident incentive plan**

**The City of Middletown would like to offer a special discount and/or benefit to residents who choose to participate in the CSA program. Please provide a detailed description of this incentive.

Due Diligence

The Community Farmer will perform all required due diligence on the proposed agricultural sites and market conditions for a CSA project. Please list what has been undertaken prior to RFP and what would need to be undertaken prior to executing an

CSA project agreement with the City.

This work will include organizing and participating in any meeting necessary with city staff, city officials, community leaders, and stakeholders.

ADDITIONAL INFORMATION

SCHEDULE OF WORK

The Community Farmer will advise the City of Middletown on their availability to initiate this project in spring of 2016 inclusive of their timeline of implementation, completion goals, and schedule of deliverables.

PROJECT REPORTS AND DOCUMENTS

The Community Farmer will prepare written quarterly reports and other necessary reports to keep the City apprised of the CSA operations to advise the City on their progress.

RESOURCES AVAILABLE TO COMMUNITY FARMERS BIDDING ON THIS PROJECT

A number of resources from the City will be made available to reduce the original research time and cost of this project. A website is available to view and download the following documents. **The website is**
<http://www.middletownplanning.com/CSA.html>

The resources include:

- Site's A, B, C, & D Property Maps
- Property Surveys
- Soil Nutrient and Contaminant Analysis Results
- Middletown Farm Viability Report-
http://www.middletownplanning.com/documents/Farm_Viability_Final_Report.pdf

SUBMISSION OF PROPOSAL

1. Submittal Requirements

The Community Farmer shall submit (1) marked original and five (5) copies delivered sealed using the bid return label provided. Electronic submittals via fax or email will not be accepted.

2. Submittal Deadline

Proposals will be received until 3:00p.m., Wednesday, September 23, 2015, at which time they will be opened by a representative from the Purchasing Office and recorded as received. Statements received after 3:00 p.m. will not be opened.

3. Submittal Format

Submittals are to be in an 8½" x 11" format. 11" x 17" pages may be used if folded to accommodate the 8½" x 11" format. Each copy of the Submittal shall be bound.

Quantity to be submitted: Deliverable shall consist of one (1) marked original and five (5) copies.

Order of Submittal Contents: All submittals shall contain the contents described below, information to be complete and concise, in the order listed, and each section should clearly be tabbed for reference.

STATEMENT OF INTEREST:

A general statement expressing interest in the RFP and summarizing the key points of the Proposal, with an introduction of the proposed CSA, including identification of the Community Farmer. Discuss your ability to fulfill the project design and development objectives to meet the project timelines.

A. Framework for a CSA project

The City invites the Community Farmer to propose the framework for a CSA Project Agreement as it relates to all elements of the proposed development. Provide a written response addressing the following items:

- a) obligations of the Community Farmer;
- b) obligations of the City;
- c) proposed list of agricultural products to be generated;
- d) equipment/infrastructure needs;
- e) pricing strategy;
- f) marketing strategy;
- g) proposed schedule;
- h) community outreach and charitable donation opportunity;
- i) mechanism(s) for sale/generation of revenue;
- j) all costs and projected revenues; and,
- k) proposed sources of financing.
- l) **Local resident incentive plan

**The City of Middletown would like to offer a special discount and/or benefit to residents who choose to participate in the CSA program. Please provide a detailed description of this incentive.

B. Schedule

Provide a schedule, defined by task and depicting key milestones, confirming a CSA Project will be established in calendar year Spring of 2016.

C. Qualifications/Demonstration of Experience

Provide a general qualifications statement of the Community Farmer with resume, representative projects, etc. This statement may include but is not limited to annual volume, financial position, bonding capacity, location as it relates to responsiveness to the City, and projected workloads.

Provide a complete list of key personnel and/or staffing requirements for design, management, and construction to be assigned to this project. Include a project organization chart.

Provide provision of details on past projects that are similar in nature and scope, calling attention to experience with complicated, long-term projects that required multi-discipline coordination and public outreach.

Provide a statement on the Community Farmer's technical qualifications, certifications, management experience, cost control mechanisms, and familiarity with the elements of this project.

Provide a list of 3 relevant references, inclusive of name and phone number of individuals the City can contact for questions.

LITIGATION:

Provide a brief statement detailing if the Community Farmer is currently in litigation or has been involved in litigation in the past five (5) years. If there is litigation history please explain the circumstances and the outcome

AFFIRMATIVE ACTION:

Provide an Affirmative Action Statement

NON-COLLUSIVE:

The Non-Collusive Statement provided shall be included and submitted with all bid proposal

METHOD OF SELECTION AND CRITERIA FOR AWARD

The following factors will be considered by the City of Middletown in evaluating the qualification packages submitted. The criteria used for the selection will include:

Qualifications and Experience 20 points

Demonstrated experience with agriculture (10 points)

Experience with Community Supported Agriculture (5 points)

Knowledge and experience working within Connecticut laws and regulations applicable to public or mixed-use projects. (5 points)

Financial 35 points

Demonstrated financial capacity to complete development within budget. (10 points)

Ability to demonstrate a viable marketing and pricing strategy (25 points)

Timeline 10 points

Community Farmer's capacity to ensure that the project is designed and developed on time and within budget. (5 points)

Demonstrated capacity to manage projects of similar size and scope on time. (5 points)

CSA Concept Framework Total 35 Points

The quality and insight of the framework presented in the proposal (25 points)

The quality and insight of the proposal and its ability to fulfill project objectives. (5 points)

Plan that demonstrates commitment and knowledge of community support agriculture. (5 points)

100 Points Total

The City will invite a short list of responding proposals for an interview based upon its review of submitted proposals. The Community Farmers will be notified of the date of the interview and presentation, if selected.

GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

1. Acceptance or Rejection by the City of Middletown - The City of Middletown reserves the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City of Middletown and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City of Middletown unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City of Middletown.
5. Stability of Proposed Prices - Any price offering from community farmers must be valid for a period of one hundred twenty (120) days from the due date of consultant proposals.
6. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
7. Amending or Canceling Requests - The City of Middletown reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interest of the City to do so.
8. Rejection for Default or Misrepresentation - The City of Middletown reserves the right to reject the proposal of the consultant which is in default of any prior contract or for misrepresentation.
9. City's Clerical Errors in Awards - The City of Middletown reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. Changes to Proposal - No additions or changes to the original proposal will be allowed after submittal.
12. Collusion - By responding, the consultant implicitly states that the proposal is not made in connection with any competing consultant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the consultant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the consultant's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
13. Contract Requirements - A formal contractual arrangement will be entered into with the consultant selected as per the City of Middletown's standard form of Agreement. The contents of the proposal submitted by the successful respondent and the RFP will become part of any contract award.
14. Rights Reserved to the City of Middletown - It is the intent of the City to award multiple contract(s) on a "per site" basis to the responsible bidder(s) submitting the most qualified proposal to furnish the services complying with these specifications providing the City of Middletown's Common Council approves and appropriates sufficient funding prior to making such an award(s). The City of Middletown reserves the right to award in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the City will be served. However, the City shall reserve the right to make award(s) based upon whatever is in the best interest of the City.
15. Partial Bids - Partial Bids will be accepted. Bidders may submit a bid for any one or more sites listed.
15. Termination - If Vendor fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the Vendor's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to

terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received. "

16. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to the **Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. Questions may be sent via facsimile to (860) 638-1995 or emailed at purchase@middletownct.gov**

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is 12:00 PM, Friday, September 11, 2015 (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Purchasing Supervisor will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The Purchasing Supervisor will post said addenda to the City website at www.middletownct.gov. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the bidder's responsibility to determine whether any addenda have been issued

and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the Purchasing Supervisor from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each bidder to visit our website at www.middletownct.gov to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

17. Certificates of Insurance - The selected firm shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements".
18. Withdrawal of Proposals - Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
19. Assigning, Transferring of Agreement - The successful respondent is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.
20. Cost of Preparing Proposal - The City shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
21. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

**REQUEST FOR PROPOSAL
RFP #2015-019
PROPOSAL PAGES**

Issued: 08/14/2015

Reply Date: **Wednesday, September 23rd, 2015 at 3:00 PM**

To: Donna L. Imme, CPPB
Supervisor of Purchases
Room 112, Municipal Building
245 DeKoven Drive
Middletown, Connecticut 06457

We, the undersigned submit our proposal for the Community Farmer and Community Supported Agriculture Project, in accordance with the Scope of Services outlined in this request and submit for your consideration the following:

RESPONDENT CHECKLIST

We have submitted the following for your review:

- | | |
|--|-------|
| 1. Statement of Interest; | _____ |
| 2. References; | _____ |
| 3. Litigation Statement; | _____ |
| 4. Affirmative Action Statement; | _____ |
| 5. Non-Collusive Statement; | _____ |
| 6. Submit a total of (6) six proposals, (1) one marked original and (5) copies | _____ |

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

SCHEDULE OF FEES	
SITE "A" LOCATION	
1.	ANNUAL FEE THE COMMUNITY FARMER WILL PAY TO THE CITY TO LEASE THE CITY'S LAND FOR A PERIOD OF 5 YEARS PRICE PER ACRE PER YEAR: <div style="text-align: right;">(\$ _____)</div> Written figures
SITE "B" LOCATION	
2.	ANNUAL FEE THE COMMUNITY FARMER WILL PAY TO THE CITY TO LEASE THE CITY'S LAND FOR A PERIOD OF 5 YEARS PRICE PER ACRE PER YEAR: <div style="text-align: right;">(\$ _____)</div> Written figures
SITE "C" LOCATION	
3.	ANNUAL FEE THE COMMUNITY FARMER WILL PAY TO THE CITY TO LEASE THE CITY'S LAND FOR A PERIOD OF 5 YEARS PRICE PER ACRE PER YEAR: <div style="text-align: right;">(\$ _____)</div> Written figures
SITE "D" LOCATION	
4.	ANNUAL FEE THE COMMUNITY FARMER WILL PAY TO THE CITY TO LEASE THE CITY'S LAND FOR A PERIOD OF 5 YEARS PRICE PER ACRE PER YEAR: <div style="text-align: right;">(\$ _____)</div> Written figures

Receipt of Addenda is acknowledged:

Addendum No.1 ____ **Date**_____

Addendum No.2 ____ **Date**_____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company / Partnership**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

CITY OF MIDDLETOWN

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

APPENDIX B - INSURANCE REQUIREMENTS

**BID #2015-019
COMMUNITY FARMER & COMMUNITY SUPPORTED AGRICULTURE PROJECT
(CSA)
CITY OF MIDDLETOWN**

A. GENERAL REQUIREMENTS:

The **VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **VENDOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **VENDOR'S** responsibility under this contract.

The **VENDOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor of the City of Middletown. Upon request, the **VENDOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the VENDOR forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

If the **VENDOR** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **VENDOR** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **VENDOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **VENDOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

In the case whereby the Vendor utilizes a Common Carrier to furnish the products purchased under this contract, this coverage would not be required.

(4) **Environmental Impairment Liability or Pollution Liability Coverage –**

The **VENDOR** shall carry Environmental Impairment Liability or Pollution Liability Insurance in the amount of \$1,000,000.

C. SUBCONTRACTOR REQUIREMENTS:

The **VENDOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **VENDOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **VENDOR** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**NANCY CONAWAY-RACZKA
RISK MANAGER**

**July 21, 2015
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Documents Enclosed:

**RFP #2015-019 – COMMUNITY FARMER AND COMMUNITY SUPPORTED
AGRICULTURE PROJECT (CSA)**

Return Date: WEDNESDAY, SEPTEMBER 23, 2015 at 3:00 pm

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457
|||||**